

EXHIBIT B

Binding Term Sheet

On this 29th day of April, 2020, Camac Partners, LLC through one of its affiliated entities ("Buyer") agrees to purchase, and ILKB LLC and its subsidiaries ("ILKB") and 1844 Lansdowne Avenue, LLC, ("1844," together with ILKB, "Seller") agree to sell all assets, as set forth on Exhibit 1 (the "Assets"), of ILKB LLC and its subsidiaries ("ILKB") pursuant to the definitive sales documents to be drafted by Buyer's counsel upon execution of this Term Sheet (the "Sale").

Execution of the definitive sales documents will be scheduled for 20 days after the date of this Term Sheet ("Closing").

Seller to deliver Buyer a bill of sale at closing.

Sale is to be for all Assets (excluding cash and accounts receivable up to the date of this agreement) of ILKB free and clear of all liens including, but not limited to, liens in favor of 1844, provided, however that the Buyer shall have the right to elect to exclude, and not take title to, any assets, provided that notice is provided two days prior to Closing.

Michael Parella, the current equity owner of ILKB, will retain the equity interest in ILKB, but agrees not to commence a voluntary bankruptcy, and agrees to defend any involuntary bankruptcy, of that entity or 1844 for at least 91 days after Closing.

ILKB will release signing franchisees of all claims and will not pursue any actions against the franchisees or Buyer. Michael Parella represents that there are no known, or otherwise foreseeable claims ~~or potential claims~~, litigations, threats, or the like, that exist, outside of the claims of the litigating franchisees described herein.

Sale Consideration

FOA will deliver within 10 days after the date of this Term Sheet releases from franchisees equal to at least 75% of the number of open studios existing as of the date of this agreement. Buyer can agree to extend the time by which these releases shall be delivered without causing a failure of consideration or a cancellation of this Sale. The form of release shall be that in the Joinder Agreement to the Modified Term Sheet negotiated among Buyer, ILKB, and Michael Parella.

At least 17 of the Litigating Franchisees identified in Schedule A shall deliver releases to Michael Parella, affiliates, and other parties. The Release shall be in a form agreeable to Michael Parella, the Litigating Franchisees and Buyer. The releases shall be delivered to an escrow agent within 5 days of the date of this agreement.

Buyer to purchase assets for consideration of **REDACTED** will be paid in cash at closing. It is agreed that all **REDACTED** of the cash payment will be used to fund the settlement of 17 of the 20 Litigating Franchisees identified in Schedule A pursuant to the terms of the Litigating Franchisee agreement attached as Exhibit 2.

An additional REDACTED shall be held in escrow by an escrow agent of Buyer's choice for 90 days from the Closing, subject to an escrow agreement reasonably satisfactory to both. During the 90 day period MP will be permitted to use these funds to: (i) immediately pay the Salyers note, with a balance of approximately REDACTED (and all security interests in any and all assets shall be released), (ii) resolve claims brought by those 3 Litigating Franchisees identified in Schedule A who have not reached a settlement and given releases to Michael Parella and ILKB by the Closing (the "Remaining Claims"), and (iii) to pay any brokerage fees owed by ILKB, if any. These funds held in escrow can only be used to resolve the Remaining Claims, including for attorney fees directly related to resolving the Remaining Claims. Any funds held in escrow after 90 days that have not be committed to resolving the Remaining Claims, including attorney's fees related to resolving the Remaining Claims, will revert to Buyer.

In addition Buyer will deliver a non-interest bearing note in the amount of REDACTED, payable annually in equal installments of REDACTED each on 6/30/21, 6/30/22, and 6/30/23. Such note shall be subject to the terms of the Litigating Franchisee agreement attached as Exhibit 2 and the terms and conditions on Exhibit 3 to this agreement, and such note will be delivered to an agent who will act for all litigants.

Buyer will pay REDACTED for the use of facilities located at 1844 Lansdowne Avenue, Merrick, NY for a period of up to 30 days post-closing, at the end of such term.

In consideration of the substantial expenditure of time, effort and expenses to be undertaken by Buyer upon execution of this Term Sheet, the Seller agrees that it will not, and will cause its directors, officers, representatives, agents and Affiliates not to, directly or indirectly solicit, entertain or encourage inquiries or proposals to dispose of, enter into an agreement to dispose of, negotiate or enter into discussions with any other party to dispose of, or enter into any merger or consolidation with respect to the Assets unless Buyer cancels this agreement, is in material breach of this agreement, or fails to complete the terms of this agreement or this agreement cannot be achieved pursuant to its terms. The Seller further agrees that during such time, if any other Person makes an inquiry with respect to any such disposition, Seller shall immediately notify Buyer of such inquiry.

THIS TERM SHEET SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES.

Executed this 29th day of April, 2020:



Michael Parella
ILKB LLC
1844 Lansdowne Avenue, LLC



Eric Shahinian
Camac Partners, LLC

Exhibit 1 - Assets to Transfer

Franchise Agreements
Books and Records of ILKB
Trademark License, Title to Trademark
National Advertising Accounts
Other as agreed

Exhibit 2- Litigating Franchisee Term Sheet

Exhibit 3 – Terms and Conditions of Non-Interest Bearing Note

Duration: three years from the date of Closing
Payment: equal installments of REDACTED per annum
Interest: 0%
Amount: REDACTED